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PAGE NO. **REQUEST FOR QUOTATION-**2 CONTINUATION REQUISITION/PURCHASE REQUEST NO. **DATE ISSUED** REQUEST NO. PR-TX-06-00302 RFQ-TX-06-00042 08/18/2006 **AMOUNT UNIT PRICE** QUANTITY UNIT SUPPLIES/SERVICES ITEM NO. (f) (d) (e) (c) (b) (a) Holiday Rate Base period of CLIN # 3 10/01/06 thru 09/30/07. (continued) Option 1 Security Serv 3000 HOUR 5 OPTION 1 Security Services at Dallas Regional Offices Period of 10/01/07 thru 09/30/08. HOUR 120 6 Holiday Rate OPTION 1 Holiday Rate for CLIN # 5 OPTION 1 Security services, regular guard services. For the Period of 10/01/07 thru 09/30/08 . HOUR 2375 OPTION 1 Security Recep OPTION 1 for security reception desk service. Period of 10/01/07 thru 09/30/08. HOUR Holiday Rate OPTION 1 95 8 Holiday Rate for CLIN # 7 OPTION , Security reception desk service. Period of 10/01/07 thru 09/30/08. 3000 HOUR OPTION 2 Security Serv OPTION 2 for Security services, regular guard services. Period of performance 10/01/08 thru 09/30/09. HOUR Holiday Rate OPTION 2 120 10 Holiday Rate for CLIN # 9 OPTION 2, Security services, regular guard services. Period of Performance 10/01/08 thru 09/30/09. HOUR 2375 OPTION 2 Security Recep 11 OPTION 2 for security reception desk service. Period of 10/01/08 thru 09/30/09. HOUR Holiday Rate OPTION 2 95 12 Holiday Rate for CLIN # 11 OPTION 2, Security reception desk service. Period of performance 10/01/08 thru 09/30/09.

Additional Terms and Conditions

Vear	2000	Compliance	

Any product offered or electronic and authorization system delivered under this contract is warranted to be Year 2000 compliant. Year 2000 compliant means accurately processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all products used in combination with the contractor's product properly exchange date data with it.

External Note:

This Request for Quote is 100% Set asid	de for Service-Disabled	Veteran-Owned Small Businesses.
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U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 6
FOUNTAIN PLACE
1445 Ross Ave., Ste 1200
Dallas, Texas 75202

Region 6 Offices Dallas, Texas

Description Specifications/Statement of Work (SOW)

I. Use of Acronyms

This document contains numerous acronyms. When a new term is introduced that will be referred to by an acronym will appear next to the term in parentheses. The acronyms that will appear must frequently in this document are listed below for easy reference:

EPA The U.S. Environmental Protection Agency The U.S. Environmental Protection Agency Agency Automated External Defibrillation AED **CCTV** Closed-Circuit Television Contracting Officer CO Continuation of Operations Plan CCOP Contracting Officer's Technical Representative COTR PO Project Officer Point of Contact POC **Quality Control Plan** OCP **R6** EPA Region 6 SOW Scope of Work Temporary Additional Services/Special Additional Services TAS/SAS Occupant Emergency Action Plan OEAP

II. EPA Performance Objective

The functional objective of this requirement is to support the EPA by providing unarmed guard services at the specific locations, as stated within this SOW.

The EPA Performance Objective is to meet its function objective by the provision of a notably and visibly professional guard force in an efficient and cost effective manner.

I. General Information

A. The Agency Background. The mission of the EPA is to protect human health and the environment. Since 1970, EPA has been working for a cleaner, healthier environment for the American people. EPA works to develop and enforce regulations that implement environmental laws enacted by Congress. EPA is responsible for researching and setting national standards for a variety of environmental programs, and delegates to states and tribes the responsibility for issuing permits and for monitoring and enforcing compliance. Where national standards are not met, EPA can issue sanctions and take other steps to assist the states and tribes in reaching the desired levels of environmental quality.

The security guards will have a crucial and high visible role within the EPA regional office. They are the first contact visitors have. Therefore, it is

crucial that the security guards ensure their employees realize the importance of their role, know their duties, and perform their duties courteously and professionally at all times.

B. Place of Performance.

- i. The security guard (patrolling/monitoring) services to be provided under this contract shall be accomplished at the Region 6 office located at 1445 Ross Avenue, floors 6 through 13, Dallas, Texas 75202-2733.
- ii. The security receptionist services to be provided under this contract shall be accomplished at the Region 6 office located on the 7th floor, at 1445 Ross Avenue, Dallas, Texas 75202-2733.
- C. Scope of Work: The contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW.
 - i. The contractor shall provide a security receptionist guard to provide receptionist duties at the regional receptionist between the hours of 7:00 a.m. to 4:30 p.m., Monday through Friday (excluding Federal holidays)
 - 1. The Contractor shall unlock and open glass doors leading into the 7th floor reception desk at 7:00 a.m. and lock doors at 4:30 p.m.
 - 2. The contractor shall turn on all lights (lamps in the 7th floor reception area) and 7th floor hallway lights (located in the reception room closet).
 - 3. The Contractor will receive verbal or written instruction from the PO and the technical advisors.
 - 4. The Contractor will be required to communicate with the PO via a two-way walkie-talkie radio. The contractor will provide the two-way walkie-talkie radio. The Contractor will also be required to provide the security receptionist guard with a mobile cell phone.
 - 5. The Contractor shall be responsible for issuing file room keys to EPA contractors at 7:00 a.m. (Monday through Friday). The contractor will ensure file room contractor signs for the key and returns the keys before the close of each business day. The log must document the time the keys are checked out and returned to the reception desk. (Appendix A)

- 6. The Contractor shall ensure all contractors providing labor services or repairs to EPA equipment register, badged, and are accompanied while in EPA space (Appendix B)
- 7. The contractor shall ensure the individual has the computer knowledge and has the ability to generate e-mails between the PO and the other guard(s) on duty.
- 8. The contractor shall ensure no deliveries are made on the 7th floor. All deliveries are to be directed to B1.
- 9. The contractor shall ensure all visitors present a form of identification, register in the visitor log (Appendix B) and are issued a visitor badge. Visitors will be required to wear their visitor badge at all times. The contractor should contact the employee the visitor is seeing and ensure the visitor is escorted at all times. The contractor will ensure the EPA employee signs the log and acknowledges the visitor. EPA employee will be required to exit the visitor through the 7th floor reception desk. The contractor shall ensure visitors wait does not exceed five (5) minutes.
- 10. The contractors will ensure visitors from Headquarters, EPA or other regional EPA visitors are issued "red temporary badges". These employees will be required to sign in the Employee log (Appendix C). The contractor shall ensure these visitors wear their EPA ID badge along with the "red temporary badge" while visiting Region 6. These visitors will be required to identify the point of contact (POC) at the Region 6 employee. The POCs name and telephone number will be entered on the Employee log.
- 11. The contractor will ensure full time EPA employees, full time contractors, or NOWCC employees working in Region 6, Dallas Office are issued temporary badges along with door codes. These employees will be required to display their temporary badges and will also register in the Employee Log (Appendix C)
- 12. The contractor will ensure EPA employees, full time contractors, or NOWCC employees wanting items picked up by outside couriers will ensure employees sign the Appendix D. The contractor will also ensure the courier signs the form at the time of pickup.
- 13. The contractor shall ensure the only deliveries accepted are floral and food deliveries. No other deliveries are accepted through the 7th floor. Appendix E will be used for these type deliveries.

- 14. The contractor shall ensure an EPA employee escort visitors wanting to review and/or access FOIA material. Both the EPA employee and the FOIA visitor must sign the FOIA Review Log (Appendix F).
- 15. The contractor shall ensure all keys and reception desk are secured at the end of each business day.
- ii. The contractor shall provide a security guard services for all Region 6 EPA space (floors six through 13) at 1445 Ross Ave., Dallas, TX which includes six daily tours of all eight EPA floors, assistance with internal security related paperwork/reports, coordinating EPA security matters with courtesy patrol staff of Fountain Place and escorting EPA employees to their parking lots after 4:30 7:00 p.m. as needed. Guard services required between 7:00 a.m. to 7:00 p.m. This also includes guard services for the monitoring of the CCTVs mounted at the freight elevators on floors six through 13 at the 1445 Ross Avenue, Dallas, Texas.
 - 1. Appendix G provides the contractor the floor diagram for all the EPA floors at 1445 Ross Avenue, Dallas, Texas.
 - 2. The contractor shall receive technical direction from the PO or the Technical advisor during the semi-annual OEAP drills or during building emergencies.
 - 3. The contractor shall report problems encountered to the PO on the two-way walkie-talkie radio and a cell phone. The contractor shall ensure desk phones are transferred to cell phone when on patrol or away from desk duties.
 - 4. The contractor shall patrol six times daily all eight EPA floors (excluding the Office of Inspector General (OIG) and Office of Criminal Investigations Division Office on the 9th floor, the Computer Room on the 12th floor, and the Regional Administrator's offices on the 13th floor). The contractor will also be required to patrol both sets of stairways between the EPA floors.
 - 5. The contractor shall report all problems encountered with doors and safety-related items to the service desk located on the 7th floor, PO, Alternate PO, or the Technical Advisor verbally and follow-up via electronic email. This includes door badge readers not working. The PO or building management will resolve door problems.

- 6. The contractor shall ensure their EPA emails are read hourly.
- 7. The contractor shall ensure their voice mail greeting includes their function, contractor name, and instruction for the caller to follow should the contractor not be available to receive the incoming call.
- 8. The contractor shall ensure door access pad key locks or cipher locks are changed as requested. The contractor will receive the instructions from the PO or technical advisor. The contractor shall ensure the PO or technical advisor are informed when combinations have been changed. The contractor shall ensure signs are posted stating combinations have been changed, as requested
- 9. The contractor shall provide escort service to EPA employees who leave the building after 4:30 p.m. to their parked vehicles in surrounding parking lots to Fountain Place, as requested. Surrounding parking lots are defined as those whose entries are from Field, Ross, Freeman, or Munger Streets.
- 10. The contractor may be required to work overtime, as requested, by PO or technical advisor. All overtime hours provided in the schedule are estimates. There is no guarantee of overtime.
- 11. The contractor shall investigate, as directed by the PO, all incidents. The contractor shall provide EPA incident reports to the employees as directed by the PO or technical advisor.
- 12. The contractor shall identify and report security and safety violations to the PO or technical advisor.
- 13. The contractor shall secure property turned in as found and report to the PO or technical advisor.
- 14. The contractor shall ensure prompt action is taken to prevent or minimize losses, accidents, fire, property damage, safety hazards, and security incidents.
- 15. The contractor shall inspect EPA space for malfunctioning lights, doors, and other breaches of security. Any security breaches shall be reported to the PO within two hours of identification.
- 16. The contractor shall respond, if the Facilities Section staff is unable to settle via the telephone, to security alarm violations at the Commonwealth Warehouse located at 3131 Irving Blvd, Suite 600,

- Dallas, Texas. The contractor shall use the Government vehicle when responding. Occurrences do not exceed nine times a year.
- 17. The contractor shall daily, replace and rewind the videotape for the computer room security monitoring system located in the audio video room on the 12th floor and on the 8th floors.
- 18. The contractor shall ensure visitors found unescorted within EPA space are escorted to the reception desk or removed from EPA space.
- 19. The contractor shall ensure they are knowledgeable with all Emergency codes used by EPA R6: Code Red for AED equipment needed immediately. The AED will be secured by an EPA employee; Extension 5000 (suspicious mail in EPA space); Extension 6000 (medical emergency); and Extension 8000 (intruder in the 7th floor reception area).
- 20. The contractor is required to maintain a daily log of hours worked (per pay period which must be made available upon request by the PO
- 21. The contractor shall inspect all AED equipment daily to ensure the batteries and equipment is functional. The contract shall use Appendix H to annotate inspection was conducted.
- 22. The contractor shall monitor between the hours of 7:00 a.m. to 7:00 p.m. all CCTVs. The contractor shall ensure the security guard monitoring the CCTVs report all problems encountered to the PO. The CCTVs will be mounted on the ceiling around the freight elevator areas. The contractor shall ensure all CCTV recordings are archived for up to one year and should be secured and stored in a separate location. The PO will identify the location. The contractor is responsible for identifying problems encountered with the CCTVs immediately to the PO
- 23. The contractor shall ensure they identify personal or Government owned property considered pilferable/sensitive items. The contractor shall leave a notice with the owner of the property requesting they secure the item (Appendix I). Upon return to their post, the contractor shall ensure the Unsecured Item Security Alerts are annotated on Appendix J. During the final walk through of the day, approximately 6:00 p.m., the contractor shall inspect the areas to ensure no pilferable/sensitive items are left unattended. Items found unattended shall be gathered and secured at the

- Security Guard station. The contractor shall ensure they leave Appendix K at the location where the item was found.
- 24. The contractor shall issue keys to individuals needing access to the workstation. The contractor shall ensure the signature of the individual requesting the key(s) sign Appendix L.
- 25. The contractor shall ensure signatures are obtained on Appendix M for all individuals needing access to Room 7L6. The contractor shall ensure all fields of the form are completed.
- 26. The contractor shall conduct weekly inspections of security sensitive/recycle containers and identify on Appendix N to status of each container. There is one container on each floor. The contractor has access to keys to these containers. All containers are emptied on a monthly basis, the contractors shall escort the vendor when they arrive at EPA R6.
- 27. The contractor shall conduct weekly inspections of all fire extinguishers located in the EPA R6 office space. Problems identified with fire extinguishers shall be identified immediately to the PO or technical advisor.
- 28. The contractor shall on a nightly basis ensure all over-head lights are turned off in offices/workstations. The contractor shall provide the PO or technical advisor a list of offices/workstations. Lights remaining on after hours, may cause power problems or even a fire. Prior to the start, the PO and technical advisor will provide additional information.
- D. Term of Contract. The period of performance is for one (1) base year and two (2) option years.
 - i. The Contractor hours for the base period (October 1, 2006 through September 30, 2007) and Option Period I (October 1, 2007 through September 30, 2008) and Option Period II (October 1, 2008 through September 30, 2009) were calculated based upon number of work days in the months of the period of performance as follows:

Month BASE PERIOD (10-01-06 through 09-30-07 Number of Regular Work Days

October	21
November	20
December	20

Scope of Work - Security Guards - Dallas Regional Office

January	21
February	19
March	22
April	21
May	22
June	21
July	21
August	23
September	19

Hours for Option Period 1 were calculated based upon number of work days in the months of the period of performance of October 1, 2007 through September 30, 2008 as follows:

Month	OPTION PERIOD I (10-01-07 through 09-30-08
	Number of Regular Work Days
October	21
November	20
December	20
January	21
February	19
March	22
April	21
May	22
June	21
July	21
August	23
September	19
-	

Hours for Option Period II were calculated based upon number of work days in the months of the period of performance of October 1, 2008 through September 30, 2009 as follows:

	O II (10-01-08 through 09-30-09) ar Work Days
21	
20	
21	
19	
22	
21	
22	
21	
	21 20 20 21 19 22 21 21 22

July 21 August 23 September 19

- ii. The Contractor shall not be required to perform guard services for the reception desk on the Federal recognized holidays (New Year's Day, Martin Luther Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day).
- iii. The Contractor shall ensure the security guard receptionist is staffed continuously between the hours of 7:00 a.m. to 4:30 p.m., Monday through Friday except for Federal holidays.

II. Required Services

A. **Typical Duties**. Guards will be required to perform a variety of security-related duties, depending on the posts to which they are assigned. Guards will perform duties commensurate with their position. Each guard post will have a book, this book is commonly referred to as the "post orders".

Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time in which the guards will be able to read and familiarize themselves with the post orders prior to assuming duty on the post. When time does not permit due to an emergency situation, the guards may read the post orders while on duty. Under no circumstances should any guard neglect his/her assigned duties in order to familiarize him/herself with post orders. Guards will demonstrate their familiarity with post orders and security procedures.

- B. **Prohibited items**. Personal items are prohibited on or around the guard post. Personal items include, but are not limited to, newspapers, magazines, radios, portable televisions, etc.
- C. Temporary Additional Services/Special Additional Services.
 - i. The Government may request temporary or special services under this contract. The TAS/SAS will be issued through a written order. The order will include the start and end time and dates for the TAS/SAS services. The contract must respond to the order, indicating that it will or will not be

- able to partially or fully staff the order, within four hours from receipt of the order. If the contractor cannot fully staff the order, the Government may choose to seek resources from other Government or commercial sources.
- ii. The Government may request temporary security services at the COOP should the EPA R6 offices be closed due to natural or man-made disaster.

III. Contractor Personnel Requirements

- A. **Minimum Unarmed Guard Experience Requirement**. All contractor employees performing guard services must have a minimum of three years experience as an unarmed guard.
- B. General Personnel Qualifications. All of the Contractor's employees are expected to behave courteously and professionally toward all persons encountered in the performance of their duties, including the EPA employees, building tenants, and the general public. The CO and/or the COTR may require retraining, suspension, or dismissal of any Contractor employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with the contract.
 - i. Be a citizen of the United States of America with a minimum of a secret clearance. Guards designated, as Top Secret or Special Compartmental Information (SCI) must maintain security levels designated for the specific position.
 - ii. Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations without special accommodations by the Government.
 - iii. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
 - iv. Must possess Driver's License. The contractor will need to drive Government Owned Vehicle when responding to alarms at EPA warehouse.
 - v. Speak English fluently, clearly, read and comprehend written English and compose coherent written reports in English. Bi-lingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this contract.

- vi. Possess basic computer working experience with email and word processing software.
- vii. Meet one of the following experience/education requirements:
 - 1. Three years of security experience within the past five years;
 - 2. High School Diploma or equivalent, some college encouraged.
 - 3. Licensed security officer through the State Private Investigator Board. Licenses must be kept currently throughout the life of this Purchase Order. Evidence of licensing must be included with the proposal.
- C. Key Personnel. The personnel specified below as key personnel on this Contract are considered to be essential to the work that the Contractor agrees to perform hereunder. Prior to diverting the key personnel to other programs, they Contractor shall notify the COTR reasonably in advance (Program Manager 30 calendar days, Supervisor Guard 7 business days) and shall submit justification, including proposed substitutions or replacements, in sufficient detail to permit the Contracting Officer to evaluate the impact on the work the Contractor is obligated to perform hereunder. The Contractor replacing key personnel named to work on this contract shall provide a written notification to the CO or COTR.
- D. Program Manager (Key Personnel). The contractor's designated PM shall be the single individual representing the contractor and the contractor's accountability to the Government. It is expected that the PM will be responsible for fulfilling the EPA's Program Objective. The PM must have a strong presence in virtually all aspects of the execution of the contract, and must be empowered to make decisions with respect to all aspects of this requirement on behalf of the contractor.

The PM will continuously view post orders for all guard posts, develop recommendations for update of general orders and post orders and submit recommendations to the COTR. The PM will routinely provide his independent assessment of the security posture and terrorism counter measurers and provide recommendations to the COTR.

E. Supervisory Guards (key Personnel). Supervisory guard(s) may simultaneously perform the duties of supervisory and guard. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a background with a minimum of three (3) years of successful experience in supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service).

- i. Supervisors ensure that non-supervisory guards:
 - 1. Attend daily guard call prior to the start of each shift to ensure officers are properly trained and fully understand general orders, special orders, daily orders and major policy changes.
 - 2. Perform all duties as specified in accordance with this contract for the security post assigned.
 - 3. Are properly uniformed and present a neat and professional appearance as referenced in this contract.
 - 4. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 - 5. Possess and display a valid certification card and CPR card at all times while on duty; and
 - 6. Possess all necessary permits, credentials, etc. as required by this contract or by local or state law.
 - 7. Are inspected for uniform and equipment compliance, professionalism, and knowledge each shift
- ii. Use, Accountability and Care of Contractor Furnished Property. The contractor shall furnish and maintain in acceptable condition, all items of uniform and equipment necessary to perform work required by the contract, as discussed in the following paragraph. The Contractor is solely responsible for the quality and performance of all Contractor—provided equipment used in performance of this Contract.
- iii. Communication Equipment. Contractor must ensure communication equipment is available on a 24 hours basis. The communication equipment consists of a two-way radio for each contractor on guard post along with a mobile phone for each contractor guard on guard post. The two-way radio shall be programmed to the same Federal frequency the EPA uses.
- iv. Firearms and Ammunition. None required for this contract.
- v. Uniforms.
 - 1. The Contractor's guard force uniforms shall be a color and style in general use by a large guard or security organizations and shall be readily distinguishable from those of local and state law enforcement agencies and from those of Federal Protective Officers. All guards performing under this contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
 - 2. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the

- uniform (suit jacket). Identification nametags and the Certification Card shall be worn over the right breast shirt pocket.
- 3. Long white sleeve shirts will be required.
- 4. Solid dark pants are required.
- 5. Shoes with plain toe and standard heels shall be worn. The color of the shoe shall be the standard black or brown.
- vi. **Supplemental Equipment**. Each guard post shall be equipped with the recommended supplementary equipment including, but not limited to:
 - 1. a notebook and pen.
 - 2. Guards shall not possess any unauthorized supplemental or personal equipment while on post (e.g., equipment not issued by the Contractor or required by the contract) firearms, knives, "come-alongs", or other such nonstandard items.
 - 3. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from the contract.

VI. Quality Control

- A. Contractor-Provided Quality Control Plan (QCP)
 - i. Adequate and consistent quality control is an essential component of successful performance. The Contractor shall develop and adhere to the QCP accepted by the Government upon award of the contract. The contractor's QCP shall include, but not be limited to, the following areas:
 - 1. A description of the type, level and frequency of inspections performed by the Contractor's Quality Control Monitor (not routine inspections performed by Supervisors as part of their normal supervisory duties).
 - 2. The contractor will provide to the Government the Quality Control Inspection Check Lists used to conduct inspections that include, as a minimum, checks of: equipment, uniform and appearance; attendance and /or compliance with sign in/out procedures; knowledge of and adherence to post duties; possession of certification and company identification card(s); and overall performance.

- Under no circumstances shall individuals appointed as QCP monitors serve as uniformed employees working under this contract.
- 4. The contractor shall maintain a file of all inspection reports related to the contract and shall make those reports available to the CO or the COTR upon request. The CO or COTR may also request a copy of each inspection report to be forwarded at the time it is prepared. The contractor shall brief the COTR of any serious problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem.
- 5. If the contractor performance indicates that additional quality control measures must be to ensure satisfactory performance of required services, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, QCP, and any other areas of concern. The CO and the COTR may request that the contractor take additional steps to improve both the overall performance of the contract and adherence to the QCP.
- 6. The Government shall consider the contractor's adherence to their stated QCP during the semi-annual performance evaluation. Failure by the Contractor to adhere to their QCP's schedule, methods, forms, etc., may result in contractual actions being taken by the Government (e.g., the CO has the authority to negotiate and take an equitable adjustment from the Contractor's monthly payment for quality control not provided).

VII Government-Provided Quality Control, Inspection and Monitoring

- A. Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the Government will use multiple means of inspection.
- B. People from all walks of life will be observing and interacting the Contractor's employees. This experience, good or bad, will frequently be report to the COTR. The COTR will follow up as is appropriate with each such report. If appropriate, the COTR will then advise the contractor of the commendations or complaints received.
- C. The Government shall use any and all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness.
- D. In the event a serious breach of assigned duty by the contractor's employee(s) is identified during an inspection/quality control exercise, the CO or the COTR shall

immediately contact the contractor to discuss the Government's findings and the steps to contractor will take to correct the problem(s).

VII. Performance Reviews

- A. The COTR shall meet with the contractor (either in person or via teleconference) as needed and prior to all performance reviews to discuss the results of the Government's quality assurance findings and the contractor's overall performance of the Contract. The intention of these meetings is to establish a "meeting of the minds" between the Government and the contractor, and to ensure the effective performance of the contract. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance review being given.
- B. The Government shall formally review the Contractor's performance at the end of each performance period. The contractor shall be permitted to respond, in writing, to the findings of the performance review. Both the performance review and the Contractor's response shall be filed in the Government's Contract file. Where the Contractor fails to respond in writing to a performance review, the Government will assume the Contractor's complete agreement with the findings of the performance review.
- C. The Government shall use the performance reviews as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future contract(s)/contract(s) to the contractor.
- D. In the event a contract employee is provided with defective equipment, defective uniform, or his/her appearance is unsatisfactory, the COTR or his designee(s) shall, in writing, call the attention to the contractor to the deficiency and request the deficiency be corrected within such time as the COTR or his designee(s) deems reasonable. If the contractor does not correct the deficiency within the specified time, the contractor will receive a written warning letter from the COTR.
- E. Deduction for Loss, Damage, Destruction or Unauthorized Use of Government Property. In the event any employee loses, damages, destructs, or makes unauthorized use of Government property that causes the Government to incur costs to replace, repair or otherwise make whole the affected property, the Government shall notify the contractor in writing of the nature of the damage, the costs associated with replacement, repair, etc. and the proposed deduction amount. The contractor shall have 10 days to respond to the notice of intended deduction. The deduction, if assessed, will be taken from the next monthly payment.

	Deficiency	Deduction
1	Failure to provide uniforms or equipment	Based on actual cost of purchase, lease or rental pro-rated for time period in question
2	Deduction for Loss, Damage, Destruction or Unauthorized Use of Government Property.	Actual cost to replace, repair, or "make whole" the affected property
3	Failure to provide scheduled trained guards	Hourly rate for training provided by COTR.

VIII. Deliveries of Performance

A. Period of Performance

The performance period of this contract is for 12 months with 2 one-year options. The initial period of performance includes any transition period authorized under the contract.

B. Notice to Proceed.

- i. After receiving notice of contract award, the contractor shall complete the steps necessary to obtain all required licenses, permits, and insurance.
- ii. After the contractor provides the CO acceptable evidence that the contractor has obtained all required licenses, permits and insurance, the CO shall issue a Notice to Proceed.
- iii. On the date established in the Notice to Proceed (a minimum of 10 (ten) calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start performing the services required by the contract. This performance shall conform to the Transition Plan, followed by full performance after the transition period.
- C. Deliverables: The contractor must provide deliverables as required by the COTR and as specified in the Contract for review and acceptance:

Deliverables	Due Date	
Start-Up Plan	Post Award Meeting	
Training Schedule	As required	
Security Clearance Packages	As required	
Invoices	Monthly Basis	

C. Contractor obligation to obtain all required licenses and permits:

- i. Prior to the contract start date, and except where precluded by local law or ordinance, the contractor shall obtain all licenses and permits required by each guard and supervisor to serve as an unarmed guard.
- ii. The contractor shall maintain, at its sole expense, insurance as enumerated and evidence of which will be provided.
 - 1. Worker's Compensation & Employers Liability
 - 2. Comprehensive General Liability
- iii. Failure by the contractor to obtain all required licenses and insurance requirements as of the contract start date shall be grounds for termination for default. Failure by the contractor to renew licenses and permits upon their expiration may result in termination for default.

IX. Contract Administration Data:

- A. Designated Billing Office. The contractor shall submit invoices to the RTP address identified on the Purchase Order.
- B. Authorization of Invoice. The PO will authorize payment upon receipt from RTP.
- X. Special Contract Requirements. Contractor will ensure background investigations are conducted and documented to verify each officer, prior to assigned on site, has accurately completed the contractor's employment application and meets the qualifications set forth in this paragraph.
 - A. **Criminal history** Criminal history check will be conducted by the State to the greatest extent allowed by law.
 - B. Work History
 - C. Testing
 - 1. the contractor shall administer a written pre-employment honesty testing; i.e., London House Test or Reid Test to any personnel assigned to this PO.
 - 2. Drug testing pre-employment drug testing is required.
 - 3. Annual requirement all contract employees must undergo random drug testing at least once during each contract period of performance.

INSURANCE REQUIREMENTS:

Workmen's Compensation: The Contractor agrees to procure and maintain while the contract is in effect, Workman's Compensation and Employer's Public Liability in accordance with the laws of the State of Texas.

Evidence of Coverage: Before commencing work under the contract, the Contractor shall furnish to the Contracting Officer a Certificate of Insurance indicating the coverage outlined below, and containing an endorsement to the effect cancellation of any material change in the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a 30 day advance written notice of cancellation or change is furnished the Contracting Officer. In lieu of the insurance coverage required below, the Contractor may furnish evidence of financial responsibility in the form of a qualified self-insurance program, and irrevocable letter of credit, or a letter in which the contractor agrees to accept financial responsibility and further states that he is financially able to meet all claims up to the amount specified below. The furnishing of such evidence of insurance coverage of financial responsibility may not be waived.

Employer's Liability: Coverage of at least \$100,000 shall be required. General liability bodily injury liability insurance coverage written on the comprehensive form of policy or at least \$500,000 per occurrence.

EVALUATION CRITERIA

- A. The contractor is required to provide a full explanation to the following four items (by no means does one item have more importance than the other)
 - The contractor shall provide a good credit history to the EPA. The credit history shall include the company's financial status. Recommended report is a Dunn and Bradstreet Report.
 - 2. The contractor is to provide an explanation of how the contractor intends on accomplishing the objective of this Scope of Work (SOW).
 - 3. The contractor is to provide an explanation of how the contractor will acquire unarmed guards and maintain a reserve guard force for temporary or emergency staffing that is sufficient to meet the qualification requirement of this SOW.
 - 4. The contractor will provide a transition plan to illustrate how the offeror will provide a seamless transition between the contractor and the predecessor contractor to ensure minimal disruption to vital contractor services. The plan shall address recruitment, training of new and incumbent employees, license, background investigations, drug testing and permits.
- B. Key Personnel/Staffing. For evaluation purposes, resume for key personnel identified shall be provided to the Agency/EPA Region 6.
- C. Relevant Past Performance. The offeror shall address at least two (2) contracts their firm has completed within the past five years, which were similar in size, scope, complexity, and contract type to this requirement. Include the following information for each contract:
 - i. Name and address of customer
 - ii. Contract number
 - iii. Contract Type
 - iv. Total contract value
 - v. Description of contract work
 - vi. Contracting Officer's address, telephone number and email address.
 - vii. Contracting Officer's Technical Representative's address, telephone number, and email address.
 - viii. Administrative Contracting Officer's address, telephone number and email address (if different from item 6).
 - ix. List of major subcontractors (if any)